

# **EXHIBIT F**

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JOSE ANTONIO HAUA and  
BIBIANA KURI OTERO

Plaintiffs,

vs.

PRODIGY NETWORK, LLC a  
Delaware limited liability company,  
PRODIGY SHOREWOOD  
INVESTMENT MANAGEMENT,  
LLC, and 17 JOHN PREFERRED,  
INC., a Delaware corporation,

Defendants.

Case No. 1:20-cv-02318-PGG

**DECLARATION OF JOSE ANTONIO  
HAUA IN SUPPORT OF PLAINTIFFS'  
MOTION FOR DEFAULT JUDGMENT**

Pursuant to 28 U.S.C. § 1746, Jose Antonio Haula affirms the truth of the following under the penalties of perjury:

1. I am a plaintiff in this matter. I have personal knowledge of the matters set forth herein, and I make this affirmation in support of my and plaintiff Bibian Kuri Otero's motion for default judgment against Prodigy Network, LLC and 17 John Preferred, Inc. (together, the "Defaulting Defendants").

2. The factual allegations in the Complaint, which is annexed as Exhibit A to the accompanying Declaration of Steven M. Lucks in Support of Plaintiffs' Motion for Default Judgment, are true and correct.

3. On June 7, 2017, Plaintiffs invested \$500,000 in Defendants' real estate development venture at 17 John Street in New York City.

4. Pursuant to a series of side letter agreements, Defendants granted Plaintiffs the right to redeem their investment for an annually compounded return of 20%.

5. By December 31, 2017, Defendants distributed to Plaintiffs \$19,273.97.

6. By June 30, 2018, Defendants distributed to Plaintiffs \$17,414.59.

7. By December 31, 2018, Defendants distributed to Plaintiffs \$18,620.79.

8. In total, Defendants have distributed to Plaintiffs \$55,309.35.

9. On June 27, 2019, Plaintiffs submitted to Prodigy Network, LLC a written demand to redeem their remaining investment along with interest pursuant to the terms of side letters.

10. In September 2019, Plaintiffs agreed to provide Defendants an additional 120 days to honor Plaintiffs' redemption demand, giving Defendants until February 12, 2020 to satisfy Plaintiffs' demand.

11. As of this date, Defendants have not satisfied Plaintiffs' redemption demand.

12. As a result of Defendants failure to satisfy Plaintiffs' redemption demand, through today's date, Plaintiffs has suffered damages in the amount of \$739,448.25, which is an amount

equal to Plaintiffs initial capital contribution, less amounts received from Defendants, plus 20% annual compounded return starting on June 7, 2017. Plaintiffs will continue to suffer damages in the amount of \$355.62 per diem through June 6, 2020, at which point interest will compound and Plaintiffs will begin suffering damages in the amount of \$426.74 per diem through June 6, 2021.

13. As of this date, Plaintiffs have incurred \$775.00 in litigation costs and fees, excluding attorneys' fees, in connection with bringing this action, including \$400 for filing this complaint, \$89.00 for service of process on 17 John, \$86 for service of process on Prodigy Network, and \$200 for filing David B. Rosenberg's motion to appear *pro hac vice*.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on June 1, 2020.

DocuSigned by:  
  
JOSE ANTONIO HAUA